IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

KARLA CAMPOS and	§	
MOOTASSEM EL-HAJJ	§	
Plaintiffs	§	
	§	
v	§	**NO. H04-3892**
	§	
YELLOW, INC.	§	**JURY TRIAL DEMANDED**
Defendant	§	

PLAINTIFFS' MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT, DISSOLUTION OF THE CLASS AND APPROVAL OF ATTORNEYS' FEES

Plaintiffs, Karla Campos, et al., move for an order (i) approving the settlement agreement, (ii) dissolving the class, and (iii) approval of attorneys' fees. In support of this motion, the Plaintiffs show the following:

I. Background

On October 6, 2004 Karla Campos and Mootassem El-Haji ("Plaintiffs'") brought this action against Yellow, Inc. ("Defendant") for failing to pay them overtime as required by the Fair Labor Standards Act ("FLSA".). 29 U.S.C. § 201 et seq. They identified other similarly situated employees that have been victimized by Defendant's straight time for overtime payment scheme and moved this Court for an order authorizing the issuance of a court approved notice informing them of the pendency of this action and their right to participate therein. On February 13, 2006 Court granted Plaintiff's motion for class notice. In a hearing on February 24, 2006 the Court approved the notice to be mailed to potential class members. On or about May 30, 2006 notice to potential class members was mailed out. On September 28, 2006 notice of consents which were received from potential class members were filed with the Court. On April 4, 2007 the parties attended mediation and this matter was settled in regards to the active class members; however the issue of attorney's fees was not resolved.

Plaintiffs move this Court to approve their settlement, dismiss non-participating class members' claims and approve of counsels' attorney's fees.

II. Approval of Settlement Agreement

The parties have reached a resolution of this matter except for attorneys' fees for Plaintiffs' counsel. Pursuant to the terms of the Settlement Agreement and because of the nature of the Plaintiffs' claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA"), the Settlement Agreement requires Court approval in order to become effective. More specifically, Plaintiffs' release of their FLSA claims is not legally effective unless (i) the Court approves the Settlement Agreement, or (2) the settlement is supervised by the United States Department of Labor. The following Plaintiffs, with advice of counsel, agree that payment under the terms of the Settlement Agreement constitutes full and fair compensation for their claims for unpaid overtime and alleged entitlement to liquidated damages: Karla Campos, Mootassem El-Haji, Stephanie Bass, Regina Fisher, Svetoslav Kolev and Antonia Samuel. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference.

III. Dissolution of Class

Plaintiffs and Plaintiffs' counsel move for the dissolution of the class. Three class members have withdrawn from the class: Vivian Turner, Matthew Valentin and Filberto Maldonado. The following class members have failed to assist counsel in development of their claims, have stopped communications with counsel and did not attend the mediation and thus there claims should be dismissed:

Anita Anderson,
Sonia Aparicio,
Douglas Carle,
Zaira Gonzalez,
Ry'shon Harris,
Jesse Mendez,
Taofeek Olonode
Daniel Rivera,
Julian Scruggs,
Julia Stanley,
Ruth Tate,
Reginald Thomas,
Mary Tyson,
Ruth Nanette Williams,
Pamela Young, and
Carlos Zavala.

The non-responsive class members have failed to respond to repeated attempts to contact them. On June 12, 2006 and June 20, 2006 counsel mailed letters to all class members requesting additional information and documents supporting their claims. Exhibits B and C. The above individuals did not respond to the letter. On February 9, 2007 counsel sent a letter requesting attendance at one of two meetings on March 1, 2007. Exhibit D. The above individuals failed to show up at either of the meetings. This meeting was to discuss documents produced by Defendant and prepare the claims. When these class members did not attend either meeting counsel mailed a final letter on March 2, 2007 requesting that they contact him if they wanted to continue with their claim and that if not counsel would inform the Court that they did not want to proceed with their claim. Exhibit E. For these reasons the remaining class members and class counsel requests that the Court dismiss the above class members' claims.

IV. Attorneys' Fees

Plaintiffs are entitled to an award of attorney's fees and costs in this action pursuant to Fair Labor Standards Act, 29 U.S.C. § 201 et seq. The 5th Circuit of Appeals established 12 factors that a court must consider in deciding the amount of attorney's fees to award a prevailing plaintiff. *Johnson v. Georgia Highway Express, Inc.* 488 F. 2d 714 (5th Cir.1974). The factors are : 1) the time and labor required, 2) the novelty and difficulty of the questions, 3) the skill requisite to perform legal services properly, 4) the preclusion of other employment by the attorney due to acceptance of the case, 5) the customary fee, 6) whether the fee is fixed or contingent, 7) time limitations imposed by the client or the circumstances, 8) the amount involved and the results obtained, 9) the experience, reputation, and ability of the attorneys, 10) the "undesirability" of the case, 11) the nature and length of the professional relationship with the client, and 12) awards in similar cases. *Johnson*, 488 F. 2d at 717-719.

Plaintiffs' counsels spent considerable time on this matter including the following: meetings with class members, drafting the complaint, drafting motion for class notice, several court appearances, reviewing Defendant's employee records, drafting notices to potential class members, correspondence with class members, reviewing Defendant's payroll documents, written discovery, attending deposition, and attending mediation. Ninety-one and No/100 (91.00) hours of attorney time and 51 hours of paralegal time have been devoted to this Federal Court matter, court costs of Two Hundred Seventy-three and 94/100 Dollars ($273.94) and expenses of Two Thousand Thirty-eight and 22/100 Dollars ($2,038.22) were incurred.

The case required substantial attorney time for a number of reasons including the potential number of class members and the fact that Defendant changed counsel twice. Plaintiff's counsel sent out over 400 letters to prospective class members and at one point represented 28 class members.

Plaintiff respectfully submits that the total fee for attorneys' time calculated on this basis related to this Federal Court matter is Twenty-two Thousand Seven Hundred Fifty and No/100 Dollars ($22,750.00) and the total fee for paralegal time is Five Thousand One Hundred and

No/100 Dollars ($5,100.00). The itemized time is attached hereto as Exhibit F and incorporated herein by reference; see also the Affidavit of Michael J. Hengst attached hereto as Exhibit G. Therefore, the attorneys for the Plaintiffs request that a total fee for attorney and paralegal time in the amount of Twenty-seven Thousand Eight Hundred Fifty and No/100 Dollars ($27,850.00), Two Hundred Seventy-three and 94/100 Dollars ($273.94) in court costs, and Two Thousand Thirty-eight and 22/100 Dollars ($2,038.22) in expenses be approved.

V. Conclusion

For these reasons, and so this matter can be finally resolved, the Plaintiffs request that the Court issue an order approving the Settlement Agreement, dissolving the class and approving class counsel's attorneys' fees.

Respectfully Submitted,

/s/Michael J. Hengst
Michael J. Hengst
Texas Bar No. 00784253
A.A. (Trey) Henderson III
Texas Bar No. 00784246
9800 Centre Parkway, Suite 150
Houston, Texas 77036
(713) 266-1380
(713) 266-2432 Facsimile
ATTORNEYS FOR PLAINTIFF

OF COUNSEL:
Hengst & Henderson
A Partnership of Professional Corporations
9800 Centre Parkway, Suite 150
Houston, Texas 77036
(713) 266-1380
(713) 266-2432 Facsimile

CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2007, I electronically transmitted the attached document to the Clerk of the Court using the ECF's system for filing and transmittal of a Notice of Electronic Filing to Defendant's attorney, Thomas Sankey, an ECF registrant.

/s/ Michael J. Hengst
Michael J. Hengst

Exhibit A

CIVIL ACTION NO. H-04-3892

KARLA CAMPOS AND EL-HAJJ MOOTASSEM	§	**IN THE UNITED STATES DISTRICT COURT**
	§	
	§	
V.	§	**SOUTHERN DISTRICT OF TEXAS**
	§	
	§	
YELLOW, INC.	§	**HOUSTON DIVISION**

MEDIATED SETTLEMENT AGREEMENT

1. The parties who have signed this Agreement hereto agree to settle all claims and controversies between them, asserted or assertable in this case. ~~except~~ ______________________________

2. The consideration to be given for this settlement is as follows:

(a) Yellow, Inc shall ~~receive~~ pay up to the sum of $12,025.00 U.S. Dollars, on or before 5-4-07, which sum will be paid ~~by~~ to the following parties in the amounts stated:

Party	Amount
Karla Campos	$1500.00
El-Hajj Mootassem	$1500.00
Svetoslav Kolev	$1500.00
Stephanie Bass	$100.00
Regina Fischer	$100.00
Atonia Samuel	$125.00

~~(b) ______________ shall execute a note payable to ______________ on a State Bar of Texas approved form with the following terms:~~

~~1) ______________ principal amount;~~

~~2) ______________ % interest pre-maturity and ______________ % post-maturity;~~

3) ____________ note date; ____________ maturity ~~date~~;

4) ____________ payment terms; and,

5) Secured by ________________________

which shall be evidenced by ________________________.

3. The above-styled and numbered case shall be resolved by:

(a) An agreed order of dismissal with prejudice with costs taxed to each party incurring same. ~~; or~~

(b) An agreed judgment providing as follows: ________________________

________________________.

(c) Any agreed judgment shall be signed by the trial judge, but may not be abstracted or recorded or any collection efforts made upon same so long as the following conditions are kept:

____

________________________.

4. The parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands or suits, known or unknown, fixed or contingent, liquidated or unliquidated whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this case. ~~except for the following:~~

This agreement shall become null & void by its own terms for any signatory not signing this agreement by Noon (C.S.T.) April 11, 2007

________________________. This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, and partners of the parties. ~~except:~~ ________________________

"Party" as used in this release includes all named parties to this case, as well as all members of the certified class, as all related entities of the parties. ~~except~~

5. Each signatory hereto warrants and represents:

(a) he or she has authority to bind the parties for whom that signatory acts.

(b) the claims, suits, rights and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold and are free of encumbrances.

6. Tom Sankey has retained the original of this Agreement and shall deliver drafts of any further settlement documents to the other parties by 4/28/07. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the terms and spirit of this agreement.

7. If one or more disputes arise with regard to the interpretation and/or performance of this agreement or any of its provisions, the parties agree to attempt to resolve same by phone conference with Trey Bergman, the mediator who facilitated this settlement. If the parties cannot resolve their differences by phone conference, then each agrees to schedule one day of Mediation with the mediator, Trey Bergman within thirty (30) days to resolve the disputes and to share the costs of same equally. If a party refuses to mediate, then that party may not recover attorney's fees or costs in any litigation brought to construe or enforce this agreement. Otherwise, if mediation is unsuccessful, then the prevailing party or parties shall be entitled to recover reasonable attorney's fees and expenses, including the cost of the unsuccessful mediation.

8. Other terms of this settlement are: Subject to the Court de-certifying the class and/or approving this settlement.
Yellow, Inc. shall pay an additional $7,200.00 as legal fees and expenses to Hengstler Henderson upon approval of this settlement by the Court.

9. This agreement is made and performable in Harris County, Texas and shall be construed in accordance with the laws of the State of Texas.

10. Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. Each party hereto has been advised by Trey Bergman, the Mediator that the Mediator is not the attorney for any party and that each party should have this agreement reviewed by that party's attorney prior to executing same.

Signed this 4th day of April, 2007.

PLAINTIFF(S)

Karla Campos

~~El-Hajj Mootassem~~

El-Hajj Mootassem

Svetoslav Kolev

DEFENDANT(S)

Yellow Inc.

By: [signature]

Abe Doumani

~~Approved Attorney for Plaintiff(s):~~

Approved Attorney for Defendant(s):

[signature]

Thomas Sankey

Other Parties:

Other Parties:

Approved Attorney for: Plaintiff

Michael Hengst

Approved Attorney for:

F:\BERGMAN ADR\MEDS-Active\Campos\stlmnt.agr.wpd

Exhibit B

Hengst & Henderson

A Partnership of Professional Corporations
9800 Centre Parkway, Suite 150
Houston, Texas 77036
(713) 266-1380 /FAX (713) 266-2432
www.houstonattorneys.com

June 12, 2006

Jillian Scruggs
2121 Chew Street
Houston, Texas 77020

RE: Cause No. H04-3892; *Karla Campos and El-Hajj Mootassem vs. Yellow, Inc.*; In the United States District Court for the Southern District of Texas, Houston Division

Dear Jillian:

Thank you for joining the overtime lawsuit against Yellow, Inc. Enclosed you will find a Client Information form. Please complete the enclosed form and return it to us as soon as possible. So that we can effectively represent you we also need the following information:

1. Any paycheck stubs you have;

2. Any payroll records indicating the hours you worked.

3. Any other information that might be useful in documenting the claiming unpaid wages.

Please mail the completed form and any documents us in the enclosed self-addressed, stamped envelop as soon as possible. Should you have any questions, feel free to contact us at 713-266-1380 or via email at michael@hengstandhenderson.com.

Sincerely.
Hengst & Henderson

By:
Michael J. Hengst, P.C.

Hengst & Henderson

A Partnership of Professional Corporations
9800 Centre Parkway, Suite 150
Houston, Texas 77036
(713) 266-1380 /FAX (713) 266-2432
www.houstonattorneys.com

CLIENT INFORMATION SHEET

RE: Cause No. H04-3892; *Karla Campos and El-Hajj Mootassem vs. Yellow, Inc.*; In the United States District Court for the Southern District of Texas, Houston Division

Date:______/______/______

Name:____

Address:____

City:__________________________State:______________Zip:____________________

Telephone: Home (____) ____________________ Work (____) ___________________

Employer:____

Work Address:____

City:__________________________State:______________Zip:____________________

Social Security Number:______-______-______ Email:______________________

Driver's License No:_______________________ Date of Birth:______-______-______

Exhibit C

Hengst & Henderson

A Partnership of Professional Corporations
9800 Centre Parkway, Suite 150
Houston, Texas 77036
(713) 266-1380 /FAX (713) 266-2432
www.houstonattorneys.com

June 20, 2006

Ruth Williams
2046 Feather Ridge
Missouri City, Texas 77489

RE: Cause No. H04-3892; *Karla Campos and El-Hajj Mootassem vs. Yellow, Inc.*; In the United States District Court for the Southern District of Texas, Houston Division

Dear Ruth:

Thank you for joining the overtime lawsuit against Yellow, Inc. Enclosed you will find a Client Information form. Please complete the enclosed form and return it to us as soon as possible. So that we can effectively represent you we also need the following information:

1. Any paycheck stubs you have;

2. Any payroll records indicating the hours you worked.

3. Any other information that might be useful in documenting the claiming unpaid wages.

Please mail the completed form and any documents us in the enclosed self-addressed, stamped envelop as soon as possible. Should you have any questions, feel free to contact us at 713-266-1380 or via email at michael@hengstandhenderson.com.

Sincerely.
Hengst & Henderson

By: [signature]
Michael J. Hengst, P.C.

Hengst & Henderson

A Partnership of Professional Corporations
9800 Centre Parkway, Suite 150
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(713) 266-1380 /FAX (713) 266-2432
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CLIENT INFORMATION SHEET

RE: Cause No. H04-3892; *Karla Campos and El-Hajj Mootassem vs. Yellow, Inc.*; In the United States District Court for the Southern District of Texas, Houston Division

Date:______/______/______

Name:____

Address:____

City:__________________________State:______________Zip:____________________

Telephone: Home (____) _____________________ Work (____) ___________________

Employer:____

Work Address:____

City:__________________________State:______________Zip:____________________

Social Security Number:______-______-______ Email:_______________________

Driver's License No:________________________ Date of Birth:______-______-______

Exhibit D

HENGST & HENDERSON
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Attorneys at Law
9800 Centre Parkway, Suite 150
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TEL: (713) 266-1380 FAX (713) 266-2432
www.houstonattorneys.com

February 9, 2007

STEPHANIE L BASS
4011 BROWNSTONE
HOUSTON, TX. 77053

RE: Cause No. H04-3892; *Karla Campos and El-Hajj Mootassem vs. Yellow, Inc.*; In the United States District Court for the Southern District of Texas, Houston Division

Dear STEPHANIE L,

I am writing to provide you with an update about the lawsuit against Yellow, Inc. We have received the payroll records from Yellow and are currently processing the information. Also, the Judge has ordered that everyone attend mediation in the very near future. Mediation is a frequently used process to settle lawsuit.

It is extremely important that we meet with you to review the information provided by Yellow and to discuss mediation. Therefore, we have schedule a meeting for everyone to attend. In an effort to accommodate everyone we have scheduled two alternative dates. **The meetings will be on March 1, 2007 at 10:00 a.m. or 6:00 p.m. You must attend one of these two meetings.**

If you have any question please call me at 713-266-1380 ext. 108 or Paige Henderson at ext. 103.

Sincerely.
Hengst & Henderson

By:
Michael J. Hengst, P.C.

Exhibit E

HENGST & HENDERSON
A Partnership of Professional Corporations
Attorneys at Law
9800 Centre Parkway, Suite 150
Houston, TX 77036
TEL: (713) 266-1380 FAX (713) 266-2432
www.houstonattorneys.com

March 2, 2007

RE: Cause No. H04-3892; *Karla Campos and El-Hajj Mootassem vs. Yellow, Inc.*; In the United States District Court for the Southern District of Texas, Houston Division

Dear

I am writing about your failure to attend one of the two meetings yesterday regarding the above referenced lawsuit. On February 9, 2007 I wrote to inform you of the meeting and that your attendance was required. Your failure to attend the meeting indicates to me that you do not wish to continue your involvement in this lawsuit. If you wish to continue with your claim in this lawsuit you must contact me by March 12, 2007 at 5:00 p.m.. If I do not hear from you by then I will notify the Court of your desire not to proceed with your claim.

I can be reached at 713-266-1380 ext. 108 or you can call Paige Henderson at ext. 103.

Sincerely.
Hengst & Henderson

By:
Michael J. Hengst, P.C.

Exhibit F

Hengst & Henderson

A Partnership of Professional Corporations
9800 Centre Parkway, Suite 150
Houston, Texas 77036
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www.houstonattorneys.com

Date	Attorney	Description	Time	Amount
9/3/2004	AAH	Initial Meeting with Clients	1	$ 250.00
9/3/2004	MJH	Initial Meeting with Clients	1	$ 250.00
9/25/2004	AAH	Initial Research	2	$ 500.00
10/1/2004	MJH	Drafting Lawsuit	3	$ 750.00
10/5/2004	MJH	Drafting Lawsuit	2	$ 500.00
10/6/2004	MJH	Make arrangements to have lawsuit filed and served	0.5	$ 125.00
11/23/2004	MJH	Received and Reviewed Answer	0.5	$ 125.00
1/13/2005	MJH	Draft JDCMP; Fax JDCMP to Opposing Counsel.	1.5	$ 375.00
1/18/2005	MJH	Telephone conference with Opposing Counsel; Filed JDCMP.	0.5	$ 125.00
1/26/2005	MJH	R&R Order Canceling Scheduling Conference & Scheduling Order	0.5	$ 125.00
8/1/2005	MJH	Research issue of notice to class	4	$ 1,000.00
8/2/2005	MJH	Research and Drafting Motion for Class Notice	3	$ 750.00
8/9/2005	MJH	Meeting with El-Hajj; Drafting Motion for Class Notice	6	$ 1,500.00
8/11/2005	MJH	Meeting with Campos	0.5	$ 125.00
8/12/2005	MJH	Filed Motion for Class Notice	0.5	$ 125.00
10/27/2005	MJH	Telephone Conference with New Opposing Counsel	0.25	$ 62.50
11/7/2005	MJH	Received and reviewed Motion to Substitute Counsel and Motion for Leave to File Response	1.5	$ 375.00
11/15/2005	MJH	Received and Reviewed Order	0.25	$ 62.50
12/5/2005	MJH	Received and Reviewed Defendant's Response to Motion for Notice	1	$ 250.00
12/12/2005	MJH	Received and reviewed Amended Scheduling Order	0.25	$ 62.50
12/14/2005	MJH	Received and Reviewed Order Granting Notice.	1	$ 250.00
12/15/205	MJH	Consultation with Opposing Counsel; Drafted and filed ADR Status Report	1	$ 250.00
12/15/2005	MJH	Received and Reviewed fax from Opposing Counsel.	0.5	$ 125.00
2/23/2005	MJH	Prepare for Scheduling Conference.	1	$ 250.00
2/24/2006	MJH	Attended Scheduling Conference.	1	$ 250.00
5/9/2006	MJH	Telephone Conference with Opposing Counsel.	0.25	$ 62.50
5/15/2006	MJH	Drafting and emailed proposed Notice to Class.	2	$ 500.00
5/18/2006	MJH	Received and Reviewed Email from Opposing Counsel, Email to Opposing Counsel.	0.5	$ 125.00

5/23/2006	MJH	Prepare for Hearing	1	$ 250.00
5/26/2006	MJH	Attend Hearing	1	$ 250.00
6/20/2006	MJH	Letters to Client	1	$ 250.00
7/7/2006	MJH	Telephone Conference with Campos	0.25	$ 62.50
8/1/2006	MJH	Reviewed Consents Received	1	$ 250.00
8/14/2006	MJH	Reviewed File	0.25	$ 62.50
9/28/2006	MJH	Telephone Conference with Opposing Counsel; Drafted and Filed Motion regarding Notice of Consents.	1.25	$ 312.50
10/2/2006	MJH	Received and reviewed Notice of Appearance of Counsel.	0.25	$ 62.50
11/15/2006	MJH	Drafting Discovery Requests.	2	$ 500.00
11/17/206	MJH	Finalized and served Discovery Requests.	1	$ 250.00
12/5/2006	MJH	Telephone conference with Opposing Counsel regarding Mediation; Drafted proposed ADR Status Report; email to Opposing Counsel.	1.5	$ 375.00
12/7/2006	MJH	Filed ADR Status Report	0.5	$ 125.00
12/19/2006	MJH	Received and Reviewed Discovery Responses.	1	$ 250.00
12/22/2006	MJH	Telephone Conference with Opposing Counsel regarding discovery	0.25	$ 62.50
12/26/2006	MJH	Received and reviewed Mediation Order.	0.25	$ 62.50
1/8/2007	MJH	Received and reviewed discovery documents from Opposing Counsel	1	$ 250.00
1/9/2007	MJH	Received and reviewed email from Opposing Counsel.	0.25	$ 62.50
1/11/2007	MJH	Drafted and filed Expert Designation	1.5	$ 375.00
1/25/2007	MJH	Received and reviewed Deposition Notices; Letter to Clients regarding Depositions.	1	$ 250.00
2/5/2007	MJH	Telephone conference with Opposing Counsel regarding Deposition location.	0.25	$ 62.50
2/9/2007	MJH	Letter to Clients.	1	$ 250.00
2/16/2007	MJH	Telephone conference with Campos.	0.25	$ 62.50
2/16/2007	MJH	Meeting with Stephanie Bass; attend Deposition of Stephanie Bass.	1.5	$ 375.00
2/22/2007	MJH	Received and reviewed fax from Turner.	0.25	$ 62.50
3/1/2007	MJH	Meeting with Clients.	2.5	$ 625.00
3/1/2007	AAH	Meeting with Clients	2.5	$ 625.00
3/12/2007	MJH	Received and reviewed letter from Opposing Counsel; telephone conference with Mediator's office.	0.5	$ 125.00
3/14/2007	MJH	Fax to Mediator.	0.5	$ 125.00
3/15/2007	MJH	Received and reviewed fax from Mediator.	0.25	$ 62.50
3/21/2007	MJH	Letter to Clients regarding Mediation.	1	$ 250.00
3/23/2007	MJH	Telephone conference with Campos.	0.25	$ 62.50
3/29/2007	MJH	Reviewed filed in preparation for Mediation; telephone conferences with various Clients.	4	$ 1,000.00

4/3/2007	MJH	Prepare for Mediation	2	$ 500.00
4/3/2007	AAH	Prepare for Mediation	2	$ 500.00
4/4/2007	AAH, MJH	Attend Mediation	10	$2,500
		Total Attorneys' Fees:	**91.00**	**$22,750.00**

Date	**Paralegal**	**Description**	**Time**	**Amount**
5/30/2006	PH	Worked on Potential Class Member file from Opposing Counsel	5	$ 500.00
5/31/2006	PH	Worked on Potential Class Member file from Opposing Counsel	5.5	$ 550.00
6/1/2006	PH	Mailed Notice to Potential Class Members	8	$ 800.00
6/15/2006	PH	Reviewed Returned Letters; Researched Addresses, Updated Potential Class Member List	3.5	$ 350.00
7/26/2006	PH	Reviewed Potential Class Member list; reviewed returned letters; researched addresses, updated Potential Class Member List	4.5	$ 450.00
8/20/2006	PH	Reviewed Potential Class Member list; reviewed returned letters; researched addresses, updated Potential Class Member List	5	$ 500.00
12/19/2006	PH	Reviewed Discovery Responses; indexed documents	2.5	$ 250.00
12/22/2006	PH	Worked on Discovery Response Documents	3	$ 300.00
12/27/2006	PH	Worked on Discovery Response Documents	2.5	$ 250.00
1/8/2007	PH	Worked on Discovery Response Documents	2.5	$ 250.00
2/16/2007	PH	Worked on Discovery Response Documents	3.5	$ 350.00
2/28/2007	PH	Worked on Discovery Response Documents	5.5	$ 550.00
		Total Paralegal Fees:	**51.0**	**$ 5,100.00**

Court Costs:	
Filing Fee	$ 150.00
Service Fees	$ 123.94
Total Court Costs:	**$ 273.94**
Expenses:	
Travel/Parking	$ 66.64
Courier Fees	$ 36.58
Postage	$ 435.00
Mediation Fee	$ 1,500.00
Total Expenses:	**$ 2,038.22**

Exhibit G

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

KARLA CAMPOS and	§	
MOOTASSEM EL-HAJJ	§	
Plaintiffs	§	
	§	
v	§	**NO. H04-3892**
	§	
YELLOW, INC.	§	**JURY TRIAL DEMANDED**
Defendant	§	

SWORN DECLARATION OF MICHAEL J. HENGST

Pursuant to 28 U.S.C. § 1746, Michael J. Hengst declares as follows:

1. "My name is Michael J. Hengst. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. A.A. (Trey) Henderson and I are attorneys licensed to practice in the State of Texas.

3. Karla Campos and Mootassem El-Hajj retained A.A. (Trey) Henderson III and me to represent them in this lawsuit in September 2004.

4. A.A. (Trey) Henderson III and I have been practicing law for over fourteen years and have extensive experience in employment law.

5. The fee is contingent because Plaintiffs could not afford an hourly fee.

6. The lawsuit started out with two Plaintiffs and then was certified as a collective action. The firm sent out over 400 letters to prospective class members. At one point, the firm represented 28 class members. The case was novel and required more time than an average case due to the number of potential class members, the fact that there were management and non-management level employees and therefore two distinctly different legal arguments, the damages were different for each class member, and the fact that the Defendant changed counsel three times.

7. The case required immediate action by our firm due to the rolling statute of limitations.

8. The case had a certain undesirability due to the number of potential class members, the difficulty of locating class members and the relatively small amount due a large portion of the class members.

9. The firm acquired favorable settlements for 6 class members at mediation. Of the 28 clients, 3 dropped participation and 19 failed to communicate with counsel during the prosecution of the claim. I believe we would have gotten favorable settlements for the other participants had they maintained involvement in the suit.

10. Plaintiffs' retention of A.A. (Trey) Henderson III and me on this case precluded us from accepting other employment.

11. The novelty and difficulty of the questions involved in this case required that A.A. (Trey) Henderson and me to spend Ninety-one (91) hours of attorney time and Fifty-one hours of paralegal time prosecuting this cause of action. I have reviewed the itemized list of my time attached to Plaintiffs' Motion for Approval of Settlement Agreement, Dissolution of the Class and Approval of Attorneys' Fees as Exhibit F and it is true and correct and incorporated herein by reference.

12. Trey Henderson and my normal hourly rate is Two Hundred Fifty Dollars ($250.00). The hourly rate for our legal assistant is One Hundred Dollars ($100). The total attorneys' fees are Twenty-two Thousand Seven Hundred Fifty and No/100 Dollars ($22,750.00); total paralegal fees are Five Thousand One Hundred and No/100 Dollars ($5,100.00); total court costs are Two Hundred Seventy-three and 94/100 Dollars ($273.94); and the total expenses are Two Thousand Thirty-eight and 22/100 Dollars ($2,038.22). These fees, costs and expenses were reasonable and necessary for the services performed.

13. The amount of hours incurred is the same for attorneys with our experience, reputation, and ability, considering the type of controversy, the results obtained and the number of, the nature and the length of our relationship with Plaintiffs.

14. I declare under penalty of perjury that the foregoing is true and correct."

Executed on June 1, 2007.

Michael J. Hengst